



Third Taxing District

2 Second Street
East Norwalk, CT 06855

Tel: (203) 866-9271
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Third Taxing District of the City of Norwalk Commission Meeting

Monday December 2, 2013 at 7:00 PM

At the Third Taxing District Office, 2 Second Street, East Norwalk, CT

1. Public comment – 15 minute limit
2. Minutes of meeting – November 6, 2013
3. Discussion - Person to Person – Assistance Program
4. Marketing PR Update – (Jumar Marketing)
5. Update on Christmas Tree Lighting – (Ron Scofield)
6. General Manager's Report
 - Update on Rate Study - (Verbal Update)
 - Update on Fitch St./ Cervalis Projects – (Verbal Update)
 - Rain Garden – Angelo M. Santella Park – Ron Scofield (Verbal Update)
5. Discussion/Analysis of Financial Statements / Key Performance Indicators – (KPI's)
6. Executive Session
8. Adjourn

Agenda backup material is available at the TTD office, www.ttd.gov and will be available at the meeting.

M:\Shared\Commission Meeting Information\Agenda 12-2-13.doc

District Commissioners

Charles L. Yost 203-853-0837
David L. Brown 203-866-8099
Debora Goldstein 203-252-7214

Chairman
Commissioner
Commissioner

James Smith
Ron Scofield
Michael Intrieri

203-866-9271
203-866-9271
203-846-3001

General Manager
Assistant General Manager
Treasurer

THIRD TAXING DISTRICT
of the City of Norwalk
November 6, 2013

ATTENDANCE: Commissioners: Charles Yost, Chairman; David Brown;
Deborah Goldstein

STAFF: James Smith, General Manager.

OTHER: Mike Imbrogno, Benefit Planning Administrator;
Atty. John Bove, District Counsel.

CALL TO ORDER

Mr. Yost called the meeting to order at 6:05 p.m.

Public Comment

Mr. Yost asked Town Clerk, Richard McQuaid to perform the induction for the newly-elected Commissioner of the Third Taxing District, Ms. Debra Goldstein. Mr. McQuaid performed the swearing-in of Ms. Goldstein, and she was inducted to her position on the Commission.

Introduction of New Employee

Mr. Smith introduced Mr. Scott Tracey, a new Substation Technician that will be working with Pete Johnson. He added that in working with Mr. Johnson, Mr. Tracy will transition into the position as part of his recommended staff plan for employee turnover and retirement.

Minutes of Meeting – October 7, 2013

- ** MR. BROWN MOVED TO APPROVE THE MINUTES OF OCTOBER 7, 2013 AS SUBMITTED.**
- ** MR. YOST SECONDED.**
- ** MOTION PASSED WITH TWO VOTES IN FAVOR, NONE OPPOSED AND ONE ABSTENTION (GOLDSTEIN).**

Insurance Review

Mr. Mike Imbrogno, Benefit Planning Administrator, presented the insurance review and provided a comparison outlining actual healthcare costs for 2012-2013 and anticipated costs from Anthem Blue Cross Blue Shield, for 2014.

He reviewed the analysis and outlined the annual increases of approximately 3.5% from Anthem, and stated that he recommended renewing early to avoid a cost increase. There was a discussion on the advantages and financial incentive of this early renewal. Ms. Goldstein asked about the scope of the savings and if there was enough of an incentive for such early renewal. Mr. Imbrogno agreed to provide an added column on the comparison chart to include the projected increase by line item and he would e-mail this information to the Commissioners. He explained that the package is cancellable if the rates significantly change compared to the analysis provided.

It was noted that the employees are extremely happy with Anthem, and they have had very few problems since they became our carrier in 2012. There was a discussion of prescription plan and deductibles, and Mr. Imbrogno noted that the plan is highly rated and very generous in comparison to current, more common high deductible plans. Mr. Brown asked about the employee names listed on the chart under rate information and Mr. Imbrogno explained that it was based on a tiered plan and reflected those employees and retirees that are in Medicare.

- ** MR. BROWN MOVED TO ACCEPT THE RECOMMENDATION OF RENEWAL WITH ANTHEM IN THE AMOUNT OF \$183,981 TO INCLUDE THE ADDITION OF A NEWLY HIRED EMPLOYEE.**
- ** MS. GOLDSTEIN SECONDED THE MOTION.**
- ** MOTION PASSED UNANIMOUSLY.**

General Manager's Report

Update on Rate Study

Mr. Smith reported that the Rate Study has not been issued pending receipt of the final audit numbers that are due from the Actuary analysis of the pension obligation liability. There was a discussion on this on-going delay and the possibility of replacing the Actuary, which may be a future recommendation.

Update on Fitch Street/Cervalis Projects

Mr. Smith reported that Fitch Street is 80% complete, and they are doing the relays and electronic work in the control house.

He reported that Cervalis is energized as of today and final hook up will be done on Friday rather than tomorrow due to the weather forecast of rain. He summarized that both projects are coming along on-time and under budget with expenses to-date versus budget as follows:

	(\$000) Budget	Expended to Date	Balance
Fitch Street:	\$1,712	\$1,373 -	\$358,000 left to spend
Cervalis:	6,224	\$5,734 -	\$490,000 left (pending change orders)

There was a discussion about the trees along the east side adjacent to Accurate Auto. Mr. Smith stated that there will be screening put up to block the view of the substation. He reported that the cost numbers will be in next week, and it was felt that this was a minimal expense that should be absorbed by the District as part of being a good neighbor.

IT Update Discussion

Mr. Smith stated that Mr. Brown asked for this to be on the agenda to give an overview of the situation with the consultant. Mr. Smith explained that the past technical consultant was a single-person vendor located in Westchester County, New York and there were performance issues. He described the arrangement as not financially effective or time-efficient due to the off-hour limited support availability. He added that when the consultant was asked to provide back –up support, he replied that he would have to double his fee in order to train another person on the account.

Mr. Smith explained that a new local firm has now been hired and they are very pleased with them. He stated that it is both financially better, approximately \$40,000 less per year, and the arrangement includes an up-to-date technology system with 24/7 technical support. Mr. Brown asked about deals on hardware and Mr. Smith replied that they deal with Dell products and equipment upgrades are very reasonable. He added that the goal is to make the technology effective and to spend the least amount of money, and this is a tremendous value improvement.

Discussion/Analysis of Financial Statements

Mr. Smith provided a review of the financial reports as of September, 2013 and included an explanation of noted major variances versus a year ago.

Update on Discussion with Person to Person Agency

Mr. Smith referred to an e-mail from Person-to-Person that outlined how they provide help with securing financial assistance to the community and are now a partner in social service provision in Norwalk. There was a discussion on how they determine the selection criteria and how they provide financial emergency assistance and administer funds that are made available.

It was suggested to allocate an amount from \$20,000 to \$25,000 as a set aside for customers in need of financial assistance and then meet with the Person to Person agency to review

their guidelines. Ms. Goldstein suggested that this could be used as good public relations and there may be a potential of donor matching. Mr. Yost recommended that Jumar be made aware of this for a press release to the media.

- ** MR. YOST MOVED TO APPROVE THE ALLOCATION OF \$20,000 TO BE USED FOR CUSTOMERS IN NEED FINANCIAL ASSISTANCE.**
- ** MR. BROWN SECONDED.**
- ** MOTION PASSED UNANIMOUSLY.**

Update on Substation Cyber Security

Mr. Smith referred to e-mail correspondence from APPA outlining cyber-related activities, a Fact Sheet on cyber security standards in the electric industry, and new and proposed legislation in response to the increasing threats posed to the nation's bulk power system. He explained that TTD will come under NERC (North American Electric Reliability Corporation) standards once the Fitch St. substation becomes operational, which subjects TTD to rules and regulations which we will have to follow to insure compliance. He added that an expert has been retained in order to comply with these cyber security best practices and guidelines through CMEEC.

Mr. Yost requested this be added to the project list so it can be tracked.

Approval of Commission Meeting Schedule for 2014

It was noted that the schedule of meeting dates for the calendar year of 2014 was presented for discussion at the last meeting, as follows:

Monday, January 6; Monday, February 3; Monday, March 3; Monday, April 7;
Monday, May 5; Monday, June 2; Monday, July 7; Monday, August 4;
Monday, September 1; Monday, October 6; Wednesday, November 5;
Monday, December 1: Annual Meeting: Wednesday March 5 at 7:00 p.m.

Atty. Bove commented on the ADA compliant issue with the handicap access limitations of the Library and the complaint that was made after the annual meeting. It was noted that arrangements are being made to hold next year's annual meeting at Marvin School.

- ** MR. YOST MOVED TO APPROVE THE SCHEDULE OF MEETING DATES FOR 2014 AS SUBMITTED.**
- ** MR. BROWN SECONDED.**
- ** MOTION PASSED UNANIMOUSLY.**

Approval of Fitch Street Project Change Orders

Mr. Smith referred to change orders #5-6 submitted by Eaton Corporation for items which were not included in the original scope of work under the contract for a total of \$40,601. He outlined the details of the change orders and explained that a review was done by both Joe Cristino and himself. He explained that this leaves approximately \$200,000 remaining in contingency, and he recommended processing the change orders as presented.

**** MR. YOST MOVED TO APPROVE THE EATON CHANGE ORDERS #5-6
AS SUBMITTED NOT TO EXCEED A TOTAL OF \$40,601.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

Executive Session – There was no Executive Session

Adjournment

**** MR. YOST MOVED TO ADJOURN.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

Marilyn Knox,
Telesco Secretarial Services

Memorandum

Third Taxing District

Electric Department

To: TTD Commissioners

From: Jim Smith – General Manager

Date: November 22, 2013

Subject: Jumar Marketing/Public Relations Update



Attached please find a copy of recent documentation (i.e. Monthly Reports beginning in September, 2013) prepared by Jumar Marketing in relation to their activities performed on behalf of the Third Taxing District based on my request.

These monthly updates have previously been distributed to the Commission for review and comment as they are generated.

I have also included documentation (i.e. Master Services Agreement, Statements of Work) outlining services provided on a monthly basis in response to our initial solicitation for proposals in February/March of 2013, which were reviewed and subsequently approved by the Commission @ the April 1, 2013 meeting.

Representatives from Jumar will be attending the Commission meeting on a quarterly basis beginning this month to provide a verbal update to the Commission and solicit ideas /feedback on future projects @ TTD.

Third Taxing District

Monthly Report

November 2013

Billing

- Marie contacted Netology regarding customer database export
 - Michael unable to provide database; was flagging up to a Sr. technical person
 - Michal working with Cogsdale to create new script

Communications

Phone:

- Developing improved process & messaging for inbound customer calls

Newsletter:

- Deployment of November eNewsletter
 - Provided open & click-through rates
 - Provided email bounces to Rachel for correction
- Finalized content for December 2013 newsletter, including:
 - Holiday message from TTD with new photo
 - Election of new commissioner and treasurer
 - New hire, Scott Tracy
 - Annual Christmas Tree Lighting
 - Email and e-Billing sign-up push
- Coding of HTML to email newsletter
- Creation of print version to insert with December billing (in progress)

Public Relations

- Created press release for Fitch Street update

Website

Ongoing Maintenance and Support:

- Posted November newsletter
- Added full size images of TTD 100th Anniversary event and Fitch Street Ground Breaking
- Posted Agenda for 11/6 meeting
- Posted Meeting Handouts for 11/6 meeting
- Monitored inquiries sent from website and flagged critical submissions up to Ron
- Posted approved Minutes from 10/7 meeting
- Coordinated photo shoot for Debora Goldstein and all commissioners
- Developed Debora's bio for website
 - Updated Our Team and Bios with Debora Goldstein photo & bio
- Posted power outage message on home page due to temporary partial outage on 11/19; removed when power was restored
- Posted 2011 Commission Meeting Minutes
 - Awaiting previous years from Ron (2010, 2009)

Analytics:



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Third Taxing District

Monthly Report

November 2013

- Provided (with this report) monthly traffic statistics
 - Comparison of Nov. 1-26 to Oct. 1-26
 - Visits increased 10%
 - Pageviews increased 11%
 - Pages viewed per visit increased 1%
 - Avg. visit duration increased 21%
 - Bounce rate improved 1%

Christmas Tree Lighting

- Jumar team continued meetings with Ron to discuss "to do's"
- Jumar team working with Ron to plan and coordinate all activities including vendors, participants & partners
- Managing participation of VIPs
 - Mayor Rilling confirmed
- Managing logistics of all participants
- Managing ad placement with Norwalk Hour
- Created Christmas Tree Lighting form and provided to Ron
- Creating Christmas Tree Lighting program (in progress)

Other

- General business support



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Phone system / emergency plan:

- Judi & Noelle met with Karen at TTD office

Billing

- Marie received TTD customer database from Doug with email addresses

Communications

Newsletter:

- Finalized content for November 2013 "launch" newsletter
- Revised Fitch Street update
- Received and updated Jim's photo
- Received Jim's scanned signature
 - Received final approval
- Completed coding of HTML to email newsletter
- Completed set up of print version to insert with November billing
- Set-up Constant Contact account for email deployment of newsletters

Website

Hosting:

- Researched & provided information to Ron regarding domain registration
- Accessed & copied website files from past IT company
- Exported all website pages & content
- Advised Netology on hosting platform set-up
- Rebuilt TTD website on new hosting platform once set up by Netology
 - Tested and fixed issues

Ongoing Maintenance:

- Posted Agenda for 10/7 meeting
- Posted Meeting Handouts for 10/7 meeting
- Posted Minutes from September meetings (regular & special)
- Implemented content changes to home page and Programs page related to CFL/CMEEC program
- Added links to East Norwalk Library from TTD site
- Posted power outage message on home page due to temporary partial outage; removed when power was restored
- Posted 2012 Commission Meeting Minutes
 - Awaiting previous years from Ron (2011, 2010, 2009)

Christmas Tree Lighting

- Met with Ron to discuss "to do's" and assist in planning



Third Taxing District

Monthly Report

October 2013

- Confirmed Marvin Chorus and Christ Church priest
- Confirmed show mobile
- Confirmed band

Other

- Provided TTD logo without anniversary tagline to sign vendor for truck lettering
- Contacted CMEEC to facilitate posting new TTD logo on their site



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Third Taxing District

Monthly Report

September 2013

Office Visit Overview

Location: TTD Office
Date/Time: September 18, 2013 from 9:30am-11:30am
Attendees: Judi Virgulak, Noelle Debes

Overall:

- Reviewed CMEEC insert with Ron Scofield. Insert may not be included in October billing due to size (unable to run smaller insert through machine).
- Jim Smith advised that Fitch Street Project is on-schedule and should be completed by December, as scheduled. Jumar to continue communicating with Jim about progress.
- Paper bills may be / are being sent out to paperless customers – Jumar to continue communicating with Ron about "paper bill opt-out" procedures.

Discussion of phone system / emergency plan:

- Discussed emergency response system (related to 9/12 storm response). Ron Scofield will contact Verizon about upgrading existing phone to SmartPhone (allowing for receiving calls, checking 'alert' emails, etc).
- JumarMarketing will contact Karen at Custom Phones in Norwalk to discuss leveraging current phone system capabilities as part of emergency response plan, including "we are aware of an outage" messaging.
- **NOTE: Jumar has contacted Karen and a tentative meeting is scheduled for 10/15 at 10am at the TTD offices.**

Meeting with Staff about day-to-day processes:

JumarMarketing met with Tricia, Ana and Rachel to discuss their day-to-day operations and how Jumar might help to streamline processes or help with making customer service more efficient. Some website suggestions were:

- Consider making "New Service" its own option within the "My Account" drop-down.
- Consider adding the "Electrician/Change Service" form to the website. This will make it easier for contractors/electricians with service changes/upgrades.
- Customers ask for explanation of line items on the bill. Consider adding a copy of a "sample bill" with each line item explained.
- Tricia to let Jumar know if "Fuel Adjustment Charge" should change to "Power Cost".

Billing:

- Need to remind customers that a copy of NEON Award Letters must be brought to the office. Consider including this in newsletter.
- Payment arrangements can be made, as long as it is BEFORE the shut-off date. Need to get this out to customers, perhaps in newsletter.
- **NOTE: Both of these items will be included in newsletter**

General observations:

- During the 2 hour stay, there were about 7 visitors to the office (including customers, a job applicant and the mailman).
- Rachel mentioned that it had been a "slow morning", noting that shut-off days are the busiest days.



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100th Anniversary Event

Budget:

- Provided Jim with final budget reconciliation of Power on the Sound

Billing

- Marie met with Ana at TTD office to observe billing process
- Marie met with Miles Armstrong at PSN via GoToMeeting to review PSN administrative functions & reports
 - Requested PSN make revision to TTD logo now appearing on eBill – **IN PROGRESS**
 - Requested PSN make links to TTD site within PSN portal live - **COMPLETED**
- Per Ron's approval, Miles set-up an administrator profile for Marie Jablonski
 - Marie will review and pull reports weekly on an ongoing basis:
 - Total active customers – **3,841 (as of 10/1/13)**
 - Registered customers – **309 (as of 10/1/13)**
 - Registered customers opted-out of paper bills – **44 (as of 10/1/13)**
- Marie requested a call with Doug to review customer export capabilities of internal TTD billing system

Communications

Newsletter:

- Designed layout
- Developed Newsletter title "06855 Connection"
- Created content for Fall newsletter (Launch issue)

Billing Insert:

- Created September billing insert

Website

Maintenance:

- Posted all minutes to the website – up-to-date through August 2013
 - **Awaiting minutes from September 9th Commission Meeting and September 17th Special Commission Meeting**
- Posted Commission meeting agendas (9/9/13 and 9/17/13)
- Added CAPTCHA to website forms to prevent automated spam
- Updated home page with message from TTD addressing incident at the Oyster Festival
- Updated home page with message from TTD addressing power outage on evening of 9/12/13
- Updated functionality of Report a Power Outage form to add a pop-up window after form is submitted
- Added Weather widget to home page



Third Taxing District

Monthly Report

September 2013

- Posted job description/opening for Utility Substation Specialist
- Posted East Norwalk community events to calendar
 - East Norwalk Historical Cemetery Tours
 - Live Green Connecticut Festival
 - Engine Company 3 Open House
- Analytics – Website Traffic

Other

- Provided TTD logo to Ron in specific size requested for Joe Cristino
- Provided TTD logo to Karin at Cook Associates for embroidery project



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MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), effective **April 3, 2013** (the "Effective Date"), is between **JumarMarketing, LLC**, a Connecticut limited liability company ("JumarMarketing"), with its principal place of business at 94 East Avenue, Norwalk, CT 06851 and **Third Taxing District**, (the "Client") having an office at 2 Second Street, Norwalk, CT 06855.

WHEREAS, JumarMarketing is in the business of providing marketing and advertising services (the "Services");

WHEREAS, the Client desires to retain JumarMarketing for the performance of and JumarMarketing desires to provide the Services described hereunder;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. SERVICES; DELIVERABLES

JumarMarketing agrees to provide the Client such Services and to deliver to the Client such deliverables (the "Deliverables") as are described in a separate Statement of Work or Statements of Works (each, a "Statement of Work") attached hereto. The pricing for the Services and/or Deliverables shall be set forth in each applicable Statement of Work. Any services or deliverables not specified in a Statement of Work shall be considered ancillary and must be provided for under separate agreement, addendum, or exhibit as the need arises.

2. TERM & TERMINATION

This Agreement shall commence on the Effective Date and continue in effect for twelve (12) months. Notwithstanding the foregoing, this Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. Upon receipt of notice of termination, JumarMarketing shall cease all work in progress immediately, unless otherwise directed by the Client in writing. Any accrued but unpaid fees and expenses not yet collected by JumarMarketing shall be paid regardless of the termination date of this Agreement. The Client shall promptly return to JumarMarketing, at the Client's expense, all software, JumarMarketing Confidential Information and JumarMarketing work product. The Client may request software-generated reports from JumarMarketing upon termination of this Agreement.

3. CONFIDENTIALITY

(a) Confidential Information. "Confidential Information" includes, without limitation, all Deliverables, all scientific, computer or other technical information, data, technology, software, research, design, idea, process, procedure, formula, or any portion or phase thereof, information and data relating to any current or proposed products, services, methods, clinical studies, businesses or business plans, marketing, pricing, distribution and other business strategies; lists of, or any other information relating to, any customers, suppliers, dealers, agents or employees and the relationships therewith; and any financial information relating to any of the foregoing, whether disclosed orally, visually, electronically, in writing or otherwise. Further, the terms and conditions of this Agreement including each and every Statement of Work are Confidential Information of both parties. The obligations of confidentiality and the restrictions on the use and disclosure of Confidential Information hereunder shall not apply to any Confidential Information provided or disclosed by a party to this Agreement (the "Disclosing Party") to the other party (the "Receiving Party") to the extent that the Confidential Information: (i) prior to such disclosure by the

Receiving Party was, or thereafter becomes, publicly known through no fault of the Receiving Party; or (ii) prior to such disclosure, was in the possession of the Receiving Party without an obligation of confidence, or thereafter is independently developed by employees or consultants of the Receiving Party who had no prior access to the same; or (iii) after such disclosure, is received by the Receiving Party from a third party free of any obligation of confidentiality to said third party; or (iv) after such disclosure, is required pursuant to law, rule, regulation, or agency or court order to be disclosed, provided, however, that the Receiving Party will first notify the Disclosing Party and permit the Disclosing Party to seek an appropriate protective order. The Client and JumarMarketing agree not to disclose or furnish to any third party copies of this Agreement or its terms without the prior written consent of the other party hereto, a judicial order requiring same, or as otherwise required by law.

(b) Use of Confidential Information. Confidential Information disclosed hereunder may be used by the Receiving Party only in relation to the Services and Deliverables and only for the limited purposes for which it is provided. Confidential Information disclosed in relation to this Agreement or any Statement of Work will be protected by the Receiving Party from further disclosure, publication, and dissemination using the same degree of care as the Receiving Party applies to protect its own Confidential Information, but in all cases no less than reasonable care. Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force and effect until further notice from Disclosing Party. All Confidential Information of the Disclosing Party will remain the exclusive property of the Disclosing Party.

(c) Injunctive Relief. The parties acknowledge that any breach of a party's obligations arising under this Section 3 ("Confidentiality Obligations") will give rise to irreparable injury to the owner of such information; such breach will be inadequately compensable in damages. Accordingly, either party, reasonably believing the other party to be in breach of its Confidentiality Obligations, may seek and obtain injunctive relief against such breach or threatened breach, in addition to any other legal remedies which may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests of owners of the Confidential Information and are reasonable in scope and content.

4. OWNERSHIP RIGHTS

(a) Client Ownership. The Client shall own any Deliverables created and delivered by JumarMarketing hereunder; *provided, however*, as more fully set forth in Section 4(b) below, JumarMarketing shall retain all right, title and interest in and to (i) any Inventions, Works of Authorship or other intellectual property rights contained or embodied in, or otherwise underlying, the Deliverables and (ii) any work product generated by JumarMarketing in connection with its performance of Services or creation of Deliverables. The Client retains all right, title and interest in and to its employee files, data and information provided to JumarMarketing under this Agreement.

(b) JumarMarketing Ownership. Unless otherwise specifically agreed to by the parties in a particular Statement of Work, JumarMarketing owns all rights, including all patents, trademarks, copyrights and other intellectual property rights in and to JumarMarketing Confidential Information, JumarMarketing trademarks, JumarMarketing strategies and methodologies, and all software, applications and database tools licensed or developed by or for JumarMarketing, as well as all derivatives of any of the foregoing. Except as otherwise provided herein, JumarMarketing also owns any patentable or unpatentable discoveries, ideas, methods, techniques, know-how, concepts, or products ("Inventions") or any works fixed in any medium of expression, including copyrights and mask work rights ("Works of Authorship") or any other intellectual property created by JumarMarketing in connection with the Services or the Deliverables, this Agreement or any Statement of Work. Unless otherwise agreed to in a Statement of Work, all intellectual property and all

other right, title and interest in and to any Deliverables or other items or materials specified in a Statement of Work or otherwise provided to the Client or created, developed or generated by JumarMarketing shall be owned by JumarMarketing and nothing herein shall be deemed to transfer title of any JumarMarketing intellectual property to the Client. The Client's sole right in any JumarMarketing intellectual property shall be a limited right to use the Services and Deliverables provided hereunder during the term hereof.

5. LIMITATION OF LIABILITY

(a) General. IN NO EVENT WILL JUMARMARKETING, THE CLIENT OR THEIR AGENTS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES OR DELIVERABLES, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, EVEN IF JUMARMARKETING, THE CLIENT OR THEIR SUBCONTRACTORS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, JUMARMARKETING, THE CLIENT AND THEIR SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SERVICES OR DELIVERABLES. IN ANY EVENT, EXCEPT FOR THE EXPRESS LIABILITIES DESCRIBED IN A STATEMENT OF WORK, AND EXCEPT AS PROVIDED BELOW IN SUBPARAGRAPH (B), THE LIABILITY OF JUMARMARKETING OR THE CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID TO JUMARMARKETING BY THE CLIENT HEREUNDER. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, MISREPRESENTATION, CLAIMS FOR FAILURE TO EXERCISE DUE CARE IN THE PERFORMANCE OF THE SERVICES OR DELIVERY OF THE DELIVERABLES, AND OTHER TORTS. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST JUMARMARKETING OR THE CLIENT. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES, EXCLUSIONS AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

(b) Notwithstanding any other provision contained herein, in no event shall the Client's liability be limited with respect to losses of any kind arising from the Client's failure to adhere to its obligations hereunder relating to data privacy or export control laws.

6. MISCELLANEOUS

(a) Independent Contractors. Neither JumarMarketing nor its employees, subcontractors or agents shall be deemed to be employees of the Client; it being understood that JumarMarketing is an independent contractor for all purposes and at all times.

(b) Publicity. The parties acknowledge that JumarMarketing has permission to deploy a joint press release in respect of any Services to be performed or Deliverables to be delivered hereunder and to post such press

release on its website or otherwise refer to such Services or Deliverables in JumarMarketing's promotional materials.

(c) Assignment. This Agreement may not be assigned by either party without the other party's prior written consent. If an assignment is permitted the assigning party shall nevertheless remain liable for all of its duties and obligations hereunder. Any purported assignment in violation of the provisions hereof shall be void and of no effect.

(d) Notice. Any notice to be given by either party hereunder shall be in writing and shall be given personally or sent by first class mail, addressed to the party who is to receive such notice at such party's address listed in the preamble hereto. Any party may change the address to which notices are to be sent by giving notice to the other in the manner provided above. Notices shall be deemed given upon receipt or three (3) days after mailing, whichever is earlier.

(e) Waiver. The failure of the Client or JumarMarketing to insist, in any one or more instances, on strict performance of any of the provisions or terms of this Agreement shall not be construed as a waiver or relinquishment of any such provision or term, but the same shall continue and remain in full force and effect.

(f) Severability. If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby but shall remain in full force and effect.

(g) Governing Law. The construction and performance of this Agreement shall be governed by the law of the State of Connecticut without regard to conflict of law provisions thereof. The parties to this Agreement hereby irrevocably consent to the exclusive jurisdiction of the State and Federal courts sitting in the State of Connecticut in connection with any matter or dispute arising under this Agreement or between them regarding the affairs of the Client. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to recover reasonable attorney fees and other costs incurred in such proceeding, in addition to any other relief to which they may be entitled.

(h) Entire Agreement, Counterparts. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written understandings between the parties with respect thereto. Except as otherwise provided therein, this Agreement may not be terminated, changed, modified, or amended orally but only by an instrument in writing dully executed by both parties. All exhibits and attachments referred to in this Agreement are incorporated herein by reference. This Agreement may be executed in any number of counterparts (each of which may be transmitted via facsimile or other electronic means) with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

By: Judi Virgulak
Name: Judi Virgulak
Title: President
Date: 4/10/13

Third Taxing District

By: [Signature]
Name: JIM SMITH
Title: General Manager
Date: 4/3/13

CONFIDENTIAL

STATEMENT OF WORK #1

STATEMENT OF WORK #1

This Statement of Work #1, dated as of April 3, 2013, is by and between JumarMarketing, LLC, a Connecticut limited liability Client ("JumarMarketing"), with its principal place of business at 94 East Avenue, Norwalk, CT 06851 and Third Taxing District (the "Client") having an office at 2 Second Street, Norwalk, CT 06855.

WHEREAS, JumarMarketing and the Client have entered into a Master Services Agreement between JumarMarketing and the Client dated as of April 3, 2013 (the "Agreement"); capitalized terms used herein but not otherwise defined herein shall have the respective meaning given such terms in the Agreement;

WHEREAS, both JumarMarketing and the Client wish to enter into this Statement of Work #1 in connection with the Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Services Provided. Marketing Services, including the following (the "Services"):

- Branding
- Website Design & Development
- Public Relations
- Communications Campaign

Any changes in Client requirements shall require an amended Statement of Work to be executed by Client and JumarMarketing. JumarMarketing shall not be responsible for any delays that are as a result of Client's failure to meet agreed deadlines.

2. Deliverables. JumarMarketing shall deliver to Client the following (the "Deliverables"):

- Kick-off Meeting
 - Introduce the members of the project team and the client
 - Establish the roles of and contributions from the stakeholders
 - Review the history of the Third Taxing District and establish short & long term goals
 - Discuss the components of the marketing services, general approach and timeline
- Branding & Messaging
 - Provide creative brief to assist in branding development
 - Create a mission statement to define the fundamental purpose, philosophy and values of the organization
 - Review current content/messaging
 - Revise and create clear, targeted messaging for services and solutions
 - Develop a modern and aesthetically pleasing logo, incorporating a strong, clear and concise tagline
 - Develop collateral, incorporating the new branding, i.e. business cards, letterhead and vehicles
- Website Design & Development

- Home page design
 - Interior pages based upon approved home page design
 - Develop site structure and functionality within CMS
 - Enhance existing online content
 - Implement Google Analytics for tracking & reporting
 - QA Testing
 - Cross-browser testing to support the following Internet browsers:
 - IE9 (Windows)
 - IE8 (Windows)
 - IE7 (Windows)
 - Firefox (Windows and Mac)
 - Safari (Mac)
 - Google Chrome
 - UAT Testing
 - Publish website on TTD's existing hosting environment
 - Provide CMS training to client
 - Public Relations
 - Identify & develop PR opportunities as needed
 - Press release development & distribution
 - Outreach to & ongoing management of local media
 - Communications Campaign
 - Develop & execute an email capture campaign to existing customers
 - Define a quarterly plan for eNewsletter campaign
 - Create clear, targeted messaging for services
 - Define & create newsletter template
 - Unsubscribe and opt-out management
 - Coordinate & execute deployment
 - Reporting on email open rates, click-through rates and bounce rates
3. **Client Responsibilities.** Client responsibilities shall include:
- Approval and sign-off on all deliverables
 - Provide JumarMarketing, LLC with examples of past/current marketing initiatives
 - Access to any existing reporting tools, i.e. website analytics
 - Payment of third-party costs including list rentals, email deployment tool, print, production and mailing (postage)
4. **Compensation.** The Client shall pay to JumarMarketing the following compensation in connection with the performance of the Services and delivery of the Deliverables hereunder:
- Monthly Retainer: \$2,250 per month for twelve (12) months
5. **Expenses.** In addition to the compensation payable to JumarMarketing as set forth in paragraph #4 above, the Client agrees to pay the reasonable travel and other extraordinary direct expenses incurred by JumarMarketing in connection with the performance of the Services and delivery of the Deliverables, including (i) All imagery or photography that requires purchase, (ii) Any additional rounds of design changes to be billed at an hourly rate of \$175. Office related expenses, such as phone, copier and office supplies shall be excluded. JumarMarketing shall submit proper supporting documentation accounting for such expenses to the Client prior to any reimbursement upon Client's request.

6. Payment. Payment of first month by Client under this Statement of Work shall be in advance of the performance of Services and delivery of the Deliverables. Subsequent payments will be invoiced and are due no later than the 5th of the month. Past due balances will incur the lesser of (i) a 2% per month charge and (ii) the maximum percentage allowed under applicable law. Client must provide JumarMarketing with a credit card authorization form for a valid credit card (JumarMarketing accepts MasterCard, VISA and Discover Card). At such time as Client's account becomes 30 days past due, the balance will be automatically charged to the credit card.

IN WITNESS WHEREOF, the parties have each caused this Statement of Work #1 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

By: Judi Virgulak
Name: Judi Virgulak
Title: President
Date: 4/10/13

Third Taxing District

By: [Signature]
Name: TIM SMITH
Title: General Manager
Date: 4/3/13

STATEMENT OF WORK #2

STATEMENT OF WORK #2

This Statement of Work #2, dated as of April 10, 2013, is by and between JumarMarketing, LLC, a Connecticut limited liability Client ("JumarMarketing"), with its principal place of business at 94 East Avenue, Norwalk, CT 06851 and Third Taxing District (the "Client") having an office at 2 Second Street, Norwalk, CT 06855.

WHEREAS, JumarMarketing and the Client have entered into a Master Services Agreement between JumarMarketing and the Client dated as of April 3, 2013 (the "Agreement"); capitalized terms used herein but not otherwise defined herein shall have the respective meaning given such terms in the Agreement;

WHEREAS, both JumarMarketing and the Client wish to enter into this Statement of Work #2 in connection with the Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Services Provided. Event Marketing, including the following (the "Services"):

- TTD 100th Anniversary Event Signage
- TTD 100th Anniversary Event On-site Support
- Pre- and Post-Event Marketing
- Public Relations
- Advertising

Any changes in Client requirements shall require an amended Statement of Work to be executed by Client and JumarMarketing. JumarMarketing shall not be responsible for any delays that are as a result of Client's failure to meet agreed deadlines.

2. Deliverables. JumarMarketing shall deliver to Client the following (the "Deliverables"):

- TTD 100th Anniversary Event Signage: 15 hours
 - Create three (3) event signage designs
 - 1 design for pole banners
 - 1 design for guardhouse booth, TTD pavilion/demo location and TTD services booth
 - 1 design for Showmobile
- TTD 100th Anniversary Event On-site Support: 6 hours
 - Two (2) people for 3 hours 11:00am – 2:00pm
- Pre- and Post-Event Marketing: 18 hours
 - Define campaign schedule
 - Create exciting and compelling messaging to:
 - Attract traffic to the TTD booth
 - Promote booth activities/incentives
 - Define & create electronic and/or print piece(s), including:
 - Monthly invoice insert to capture emails
 - Coordinate & execute deployment/mailing

- Unsubscribe and opt-out management
 - Reporting on email open rates, click-through rates and bounce rates
 - Public Relations: 35 hours
 - Press release development & distribution to multiple sources
 - 1 pre-event press release
 - 1 post-event press release
 - Outreach to & ongoing management of local media
 - Coordinate media attendance/coverage of 100th Anniversary Event
 - Advertising: 12 hours
 - Design and produce advertisements
 - 1 print ad for Norwalk Hour & Fairfield County Business Journal
 - 1 electronic banner ad for Norwalk Patch
 - Negotiate and secure ad placement
 - Manage publication process and editorial calendars
3. **Client Responsibilities.** Client responsibilities shall include:
- Approval and sign-off on all deliverables
 - Payment of third-party costs including advertising insertions, list rentals, email deployment tool, print, production and mailing (postage)
 - Execution of all third-party contracts, i.e. publications and/or other advertising channels
4. **Compensation.** The Client shall pay to JumarMarketing the following compensation in connection with the performance of the Services and delivery of the Deliverables hereunder:
- Project Total: \$12,900 for 86 hours
5. **Expenses.** In addition to the compensation payable to JumarMarketing as set forth in paragraph #4 above, the Client agrees to pay the reasonable travel and other extraordinary direct expenses incurred by JumarMarketing in connection with the performance of the Services and delivery of the Deliverables, including (i) All imagery or photography that requires purchase, (ii) Any additional rounds of design changes to be billed at an hourly rate of \$175. Office related expenses, such as phone, copier and office supplies shall be excluded. JumarMarketing shall submit proper supporting documentation accounting for such expenses to the Client prior to any reimbursement upon Client's request.
6. **Payment.** 50% total project cost due upon acceptance in order to begin work. Remaining 50% balance due on July 12, 2013, prior to date of event. Past due balances will incur the lesser of (i) a 2% per month charge and (ii) the maximum percentage allowed under applicable law. Client must provide JumarMarketing with a credit card authorization form for a valid credit card (JumarMarketing accepts MasterCard, VISA and Discover Card). At such time as Client's account becomes 30 days past due, the balance will be automatically charged to the credit card.

IN WITNESS WHEREOF, the parties have each caused this Statement of Work #2 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

Third Taxing District

By: Judi Virgulak
Name: Judi Virgulak
Title: President
Date: 4/23/13

By: James W. Smith
Name: JAMES W. SMITH
Title: General Manager
Date: 4/18/13

CONFIDENTIAL

STATEMENT OF WORK #3

STATEMENT OF WORK #3

This Statement of Work #3, dated as of May 21, 2013, is by and between JumarMarketing, LLC, a Connecticut limited liability Client ("JumarMarketing"), with its principal place of business at 94 East Avenue, Norwalk, CT 06851 and Third Taxing District (the "Client") having an office at 2 Second Street, Norwalk, CT 06855.

WHEREAS, JumarMarketing and the Client have entered into a Master Services Agreement between JumarMarketing and the Client dated as of April 3, 2013 (the "Agreement"); capitalized terms used herein but not otherwise defined herein shall have the respective meaning given such terms in the Agreement;

WHEREAS, both JumarMarketing and the Client wish to enter into this Statement of Work #3 in connection with the Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Services Provided. Vendor Booth Sales, including the following (the "Services"):

- Vendor Booth Sales & Management

Any changes in Client requirements shall require an amended Statement of Work to be executed by Client and JumarMarketing. JumarMarketing shall not be responsible for any delays that are as a result of Client's failure to meet agreed deadlines.

2. Deliverables. JumarMarketing shall deliver to Client the following (the "Deliverables"):

- Vendor Booth Sales & Management
 - Initiate contact and provide details for vendor participation
 - Provide contract and coordinate space selection/placement
 - Collection of vendor applications & payments
 - Reconciliation of payments with TTD on weekly basis
 - Coordinate logistics on-site to ensure vendors arrive and set-up as designated
 - Coordinate with TTD to ensure payments are processed and cleared
 - Follow-up communications, written & verbal, with all vendors
 - Provide TTD with on-going status on sales

3. Client Responsibilities. Client responsibilities shall include:

- Provide list of desired vendors to JumarMarketing
- Processing of all vendor payments

4. Compensation. The Client shall pay to JumarMarketing the following compensation in connection with the performance of the Services and delivery of the Deliverables hereunder:

- Project Total: \$7,500 for 50 hours

5. Expenses. In addition to the compensation payable to JumarMarketing as set forth in paragraph #4 above, the Client agrees to pay the reasonable travel and other extraordinary direct expenses incurred by JumarMarketing in connection with the performance of the Services and delivery of the Deliverables, including (i) All imagery or photography that requires purchase, (ii) Any additional rounds of design changes to be billed at an hourly rate of \$175. Office related expenses, such as phone, copier and office supplies shall be excluded. JumarMarketing shall submit proper supporting documentation accounting for such expenses to the Client prior to any reimbursement upon Client's request.
6. Payment. 50% total project cost due upon acceptance in order to begin work. Remaining 50% balance due on July 12, 2013, prior to date of event. Past due balances will incur the lesser of (i) a 2% per month charge and (ii) the maximum percentage allowed under applicable law. Client must provide JumarMarketing with a credit card authorization form for a valid credit card (JumarMarketing accepts MasterCard, VISA and Discover Card). At such time as Client's account becomes 30 days past due, the balance will be automatically charged to the credit card.

IN WITNESS WHEREOF, the parties have each caused this Statement of Work #3 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

By: Judi Virgulak
Name: Judi Virgulak
Title: President
Date: 6/5/13

Third Taxing District

By: [Signature]
Name: JIM SMITH
Title: General Manager
Date: 5/21/13

STATEMENT OF WORK #4

STATEMENT OF WORK #4

This Statement of Work #4, dated as of September 4, 2013, is by and between JumarMarketing, LLC, a Connecticut limited liability Client ("JumarMarketing"), with its principal place of business at 94 East Avenue, Norwalk, CT 06851 and Third Taxing District (the "Client") having an office at 2 Second Street, Norwalk, CT 06855.

WHEREAS, JumarMarketing and the Client have entered into a Master Services Agreement between JumarMarketing and the Client dated as of April 3, 2013 (the "Agreement"); capitalized terms used herein but not otherwise defined herein shall have the respective meaning given such terms in the Agreement;

WHEREAS, both JumarMarketing and the Client wish to enter into this Statement of Work #4 in connection with the Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Services Provided. Website & Business Process Support, including the following (the "Services"):
 - Regular updates/maintenance of TTD website, including Meeting Agendas, Meeting Minutes & Packets, Events, News, etc.
 - Coordinate with & manage third-party partners, i.e. PSN, CMEEC to ensure seamless integration of all available technology & information on TTD website
 - Provide website traffic statistics to TTD on a monthly basis
 - Provide recommendations & support for internal business operations and customer service

Any changes in Client requirements shall require an amended Statement of Work to be executed by Client and JumarMarketing. JumarMarketing shall not be responsible for any delays that are as a result of Client's failure to meet agreed deadlines.

2. Compensation. The Client shall pay to JumarMarketing the following compensation in connection with the performance of the Services and delivery of the Deliverables hereunder:
 - Total: 5 hours per month at \$750.00/per month in addition to current monthly retainer
3. Expenses. In addition to the compensation payable to JumarMarketing as set forth in paragraph #2 above, the Client agrees to pay the reasonable travel and other extraordinary direct expenses incurred by JumarMarketing in connection with the performance of the Services and delivery of the Deliverables, including (i) All imagery or photography that requires purchase, (ii) Any additional rounds of design changes to be billed at an hourly rate of \$150. Office related expenses, such as phone, copier and office supplies shall be excluded. JumarMarketing shall submit proper supporting documentation accounting for such expenses to the Client prior to any reimbursement upon Client's request.
4. Payment Schedule & Payments. All contracts executed between the first (1st) and fourteenth (14th) of the month require payment in full of first month retainer by Client in advance of the performance of

Services and delivery of the Deliverables. All contracts executed between the fifteenth (15th) and last day of the month, require payment equal to one-half the first month's retainer by Client in advance of the performance of Services and delivery of the Deliverables. Subsequent payments will be invoiced monthly, on the first of each month, and are due no later than the 5th of the month. Past due balances will incur the lesser of (i) a 2% per month charge and (ii) the maximum percentage allowed under applicable law. JumarMarketing, LLC accepts checks, ACH and credit card payments. Client **must** provide JumarMarketing with a credit card authorization form for a valid credit card (Credit Cards Accepted: MasterCard, VISA and Discover Card). At such time as Client's account becomes 30 days past due, the balance will be automatically charged to the credit card.

IN WITNESS WHEREOF, the parties have each caused this Statement of Work #4 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

By: Judi Virgulak
Name: Judi Virgulak
Title: President
Date: 9/16/13

Third Taxing District

By: [Signature]
Name: JAMES W. SMITH
Title: Gen'l Manager
Date: 9/5/13

**Third Taxing District
Financial Highlights
July-October 2013**

	Jul-Oct-13	Jul-Oct-12	\$ Change	% Change
Total Income	3,624,582	3,707,300	(82,718)	-2%
Total Expense	3,538,125	3,435,402	102,723	3%
Net Ordinary Income	86,457	271,898	(185,441)	-68%
Other Income	174,753	13,536	161,217	1191%
Other Expense	-	-	-	0%
Net Income before Rate Stabilization	261,210	285,434	(24,224)	-8%
Rate Stabilization	83,629	40,345	43,284	107%
Net Income	344,839	325,779	19,060	6%

CASH BALANCES FY 2013

ACCTS

October

Operating Accounts	1,324,056
Capital Improvements Fund	1,013,334
Construction Work In Process	836,729

Power Supply	Current Fiscal Year-to-Date	Last Fiscal Year-to-Date
Energy Cost	\$ 1,804,568	\$ 1,857,502
Budget Energy Cost	\$ 1,789,572	\$ 1,789,613
Energy Cost Cents/KWH	10.095	10.215

Third Taxing District
Profit & Loss Prev Year Comparison
July through October 2013

	Jul - Oct 13	Jul - Oct 12	\$ Change	% Change
Ordinary Income/Expense				
Income				
440-00 · Residential Sales	970,589.28	1,009,911.62	-39,322.34	-3.89%
442-01 · Large Commercial Sales	228,110.54	221,377.52	6,733.02	3.04%
442-02 · Small Commercial Sales	711,564.05	746,902.88	-35,338.83	-4.73%
445-01 · Water Pollutn Contrl Pnt Sales	234,724.98	259,576.59	-24,851.61	-9.57%
445-02 · Flat Rate	30,011.74	29,233.24	778.50	2.66%
451-00 · Miscellaneous Service Revenue	57,630.62	0.00	57,630.62	100.0% Footnote 1
557-00 · Purchased Power Adjustment	1,391,950.50	1,440,298.33	-48,347.83	-3.36%
Total Income	3,624,581.71	3,707,300.18	-82,718.47	-2.23%
Cost of Goods Sold				
555-00 · Electrical Power Purchased	2,453,302.13	2,495,387.92	-42,085.79	-1.69%
Total COGS	2,453,302.13	2,495,387.92	-42,085.79	-1.69%
Gross Profit	1,171,279.58	1,211,912.26	-40,632.68	-3.35%
Expense				
930-43 · TTD 100th Anniversary	36,099.47	0.00	36,099.47	100.0%
403-00 · Depreciation Expense	138,737.84	138,737.84	0.00	0.0%
408-00 · Taxes	101,803.28	107,729.02	-5,925.74	-5.5%
540-00 · Other Power Generation Expense	41,007.87	28,815.93	12,191.94	42.31%
565-00 · Transmission Expenses	0.00	225.00	-225.00	-100.0%
580-00 · Distribution Expenses	17,489.41	18,904.25	-1,414.84	-7.48%
590-00 · Maintenance Expenses	138,891.35	104,673.20	34,218.15	32.69% Footnote 2
900-00 · Customer Accounts & Service	153,861.50	122,109.09	31,752.41	26.0% Footnote 3
920-00 · Administrative Expenses	456,932.00	418,820.11	38,111.89	9.1% Footnote 4
Total Expense	1,084,822.72	940,014.44	144,808.28	15.41%
Net Ordinary Income	86,456.86	271,897.82	-185,440.96	-68.2%
Other Income/Expense				
Other Income				
418-00 · Dividends	0.97	4.87	-3.90	-80.08%
419-00 · Interest Income	2,100.00	22,763.93	-20,663.93	-90.78%
420-00 · Gain/(Loss) on Investments	0.00	-16,728.41	16,728.41	100.0% Footnote 5
421-00 · Norden Project Income	133,383.25	13,239.12	120,144.13	907.49% Footnote 6
423-00 · Gain/(Loss) from Sale of FA	12,500.00	0.00	12,500.00	100.0% Footnote 7
424-00 · Energy Conservation Fund Income	26,769.06	-5,743.44	32,512.50	566.08% Footnote 8
Total Other Income	174,753.28	13,536.07	161,217.21	1,191.02%
Other Expense				
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	174,753.28	13,536.07	161,217.21	1,191.02%
Net Income before rate stabilization	261,210.14	285,433.89	-24,223.75	-8.49%
Rate Stabilization	83,629.00	40,345.00	43,284.00	107.29%
Net Income	344,839.14	325,778.89	19,060.25	5.85%

Third Taxing District
Profit & Loss Prev Year Comparison
October 2013

	Oct 13	Oct 12	\$ Change	% Change
Ordinary Income/Expense				
Income				
440-00 · Residential Sales	160,312.27	184,271.28	-23,959.01	-13.0%
442-01 · Large Commercial Sales	46,551.91	45,735.39	816.52	1.79%
442-02 · Small Commercial Sales	140,536.70	152,012.15	-11,475.45	-7.55%
445-01 · Water Pollutn Contrl Plnt Sales	49,930.86	58,806.05	-8,875.19	-15.09%
445-02 · Flat Rate	8,651.56	7,308.31	1,343.25	18.38%
557-00 · Purchased Power Adjustment	249,928.57	274,148.32	-24,219.75	-8.84%
Total Income	655,911.87	722,281.50	-66,369.63	-9.19%
Cost of Goods Sold				
555-00 · Electrical Power Purchased	509,822.47	519,544.22	-9,721.75	-1.87%
Total COGS	509,822.47	519,544.22	-9,721.75	-1.87%
Gross Profit	146,089.40	202,737.28	-56,647.88	-27.94%
Expense				
403-00 · Depreciation Expense	39,426.31	34,684.46	4,741.85	13.67%
408-00 · Taxes	98,990.49	105,655.79	-6,665.30	-6.31%
540-00 · Other Power Generation Expense	1,834.53	8,383.52	-6,548.99	-78.12%
580-00 · Distribution Expenses	6,529.87	1,769.88	4,759.99	268.94%
590-00 · Maintenance Expenses	48,314.34	23,486.00	24,828.34	105.72%
900-00 · Customer Accounts & Service	49,712.04	30,793.60	18,918.44	61.44%
920-00 · Administrative Expenses	141,792.21	89,770.80	52,021.41	57.95%
Total Expense	386,599.79	294,544.05	92,055.74	31.25%
Net Ordinary Income	-240,510.39	-91,806.77	-148,703.62	-161.98%
Other Income/Expense				
Other Income				
418-00 · Dividends	0.00	0.02	-0.02	-100.0%
419-00 · Interest Income	26.14	798.99	-772.85	-96.73%
420-00 · Gain/(Loss) on Investments	0.00	-3,724.88	3,724.88	100.0%
421-00 · Norden Project Income	35,633.00	0.00	35,633.00	100.0%
423-00 · Gain/(Loss) from Sale of FA	12,500.00	0.00	12,500.00	100.0%
424-00 · Energy Conservation Fund Income	9,223.10	2,322.43	6,900.67	297.13%
Total Other Income	57,382.24	-603.44	57,985.68	9,609.19%
Other Expense				
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	57,382.24	-603.44	57,985.68	9,609.19%
Net Income before rate stabilization	-183,128.15	-92,410.21	-90,717.94	-98.17%
Rate Stabilization	11,174.60	-18,228.28	29,402.88	161.3%
Net Income	-171,953.55	-110,638.49	-61,315.06	-55.42%

Preliminary Unaudited - Internal Use Only - Modified Cash Basis

Third Taxing District
Profit & Loss Statement
Explanation of Major Variances
Jul-Oct 2013 vs. Jul-Oct 2012

1. The 57,630.62 in miscellaneous revenue is a bill to the Norwalk Transit District for the accident on East Avenue where a bus collided with the Pole and caused significant damage.
2. The approximate \$34K increase in Maintenance expense is due to the fact that during October there was an extra paycycle as well as the fact that the retro pay decided per the union contract dating back to June-13 was paid.
3. The approximate \$31.7K increase in Customer Accounts & Service expense is due to the fact that during October there was an extra paycycle as well as the fact that the retro pay decided per the union contract dating back to June-13 was paid.
4. The approximate \$38K increase in Administrative expense is due to the fact that during October there was an extra paycycle. This was offset by both Jim Smith and George Leary working together in July-2012 of the prior year. Also attributed to the increase in Administrative expense is an increase of approximately \$22K in computer services due to the Cogsdale maintenance support agreement and upgrade as well as a \$6K increase in labor relations due to the new union contract. The remaining difference was in health insurance expenditures due to timing as well as the amount of benefits paid out.
5. The \$16.7K decrease in Gain/(Loss) on investments is due to the fact that the investment account has been invested in cash (money markets) for liquidity purposes. The investments are adjusted to Fair Market Value for unrealized gains/(losses) that get booked to this account. The investment account has remained in cash for liquidity due to the funding needs of the substation and Cervalis data center projects. Management will be looking into other investment vehicles with appropriate returns as these projects come to a close.
6. The increase of approximately \$120K of Norden Income is due to the fact that TTD has been called on to place the generators in service for a significant period of time versus the prior year.
7. The 12,500 gain is sale of fixed assets is from the sale of the bucket truck which was fully depreciated.

8. The \$32K increase in Energy conservation is a function the timing of payments to CMEEC for the energy conservation fund as well as the number of energy conservation projects the district does.

THIRD TAXING DISTRICT
KEY PERFORMANCE INDICATORS (KPI'S)

		Annual			
		2013	2012	2011	
1)	OPERATING RATIO	TOTAL OPERATING EXPENSE / TOTAL OPERATING REVENUE	98.06%	98.79%	96.79%
2)	POWER SUPPLY EXPENSE RATIO	TOTAL POWER SUPPLY EXPENSES / TOTAL EXPENSES	67.31%	68.22%	70.57%
3)	BAD DEBT RATIO	TOTAL CUSTOMER ACCOUNTS OVER 90 DAY / TOTAL ACCOUNTS RECEIVABLE	4%	9%	11%
4)	ACTUAL RATE OF RETURN ON RATE BASE	AUTHORIZED BY STATE STATUTE	4%	3%	5%
5)	ELECTRIC CUSTOMERS PER EMPLOYEE	TOTAL ELECTRIC CUSTOMERS / TOTAL FULL TIME EMPLOYEES	408	425	426

THIRD TAXING DISTRICT
KEY PERFORMANCE INDICATORS (KPI'S)

			2013	October 2012
1)	OPERATING RATIO	TOTAL OPERATING EXPENSE / TOTAL OPERATING REVENUE	97.61%	114.36%
2)	POWER SUPPLY EXPENSE RATIO	TOTAL POWER SUPPLY EXPENSES / TOTAL EXPENSES	56.87%	62.89%
3)	BAD DEBT RATIO	TOTAL CUSTOMER ACCOUNTS OVER 90 DAY / TOTAL ACCOUNTS RECEIVABLE	5%	9%
4)	ACTUAL RATE OF RETURN ON RATE BASE	AUTHORIZED BY STATE STATUTE	N/A	N/A
5)	ELECTRIC CUSTOMERS PER EMPLOYEE	TOTAL ELECTRIC CUSTOMERS / TOTAL FULL TIME EMPLOYEES	380	422